

Defendant's Exhibit 1

# **COLLECTIVE BARGAINING AGREEMENT**

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Between  
**American  
Postal Workers  
Union, AFL-CIO**

And  
**U.S. Postal Service**

**November 21, 2000  
November 20, 2006**

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**Defendant's Exhibit 1**

**Article 15.1**

**Section 9. Field Federal Safety and Health Councils**

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

(The preceding Article, Article 14, shall apply to Transitional Employees)

**ARTICLE 15  
GRIEVANCE-ARBITRATION PROCEDURE**

**Section 1. Definition**

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

**Section 2. Grievance Procedure Steps**

**Step 1:**

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within

**Defendant's Exhibit 1**

**Article 15.2 (Step 1)**

fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.

(b) In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision. Such appeal

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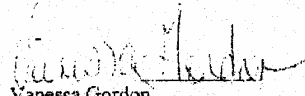
Defendant's Exhibit 2

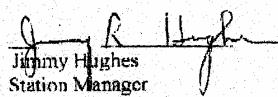
MUTUAL AGREEMENT

DATE: October 8, 2004

ISSUE: Clerk Alma McBroom was terminated from the United States Postal Service on September 13, 2004 and the APWU became aware of the termination on September 14, 2004.

In an effort to resolve this grievance at the lowest step possible it is mutually agreed that the grievance will be held in abeyance until the disability retirement papers have been processed and the final results of the disability is known by the parties.

  
Vanessa Gordon  
Customer Service Director  
Montgomery, Alabama  
APWU

  
Jimmy Hughes  
Station Manager  
Cloverland Post Office  
USPS

For your approval or agreement:  
The date on which documentation was first  
requested was September 21. The grievance will  
be held in abeyance from that date until  
12/31/04.

